

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MCHENRY TOWNSHIP ROAD DISTRICT
AND
THE VILLAGE OF RINGWOOD**

This agreement is entered into the effective date hereof, between the McHenry Township Road District, McHenry County, Illinois, a unit of local government (hereinafter referred to as "the Road District") and the Village of Ringwood, a unit of local government (hereinafter referred to as "the Village").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract with other units of local government to obtain or share services in any manner not prohibited by law; and

WHEREAS, the Village and the Road District are units of local government, and a contract between said Village and the Road District to provide all or any of the hereafter specified services is not prohibited by law; and

WHEREAS, the Highway Commissioner of the Road District finds that it is for and in the best interest of the citizens of McHenry Township that the Road District contract with the Village for providing of services hereafter set forth to the Village at a price specified hereafter; and

WHEREAS, the Village, through its President and Board of Trustees finds that it is for and in the best interest of the citizens of the Village that the Village contract with the Road District for providing of services hereafter set forth and that the Road District be paid for the same by the Village;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Services Provided by the Road District

- A. Snow plow and ice control on Barnard Mill Road, Ringwood Road, North Pioneer Road and Pioneer Road within the Village.
- B. Mow Village right-of-way as requested.
- C. Paint stripe Village roads as requested.
- D. Gravel shoulders within the Village as requested.
- E. Respond to emergency situations that may arise.
- F. Install snow fence.

2. Frequency of Service

The Village's roads will be maintained pursuant to this agreement as part of the Road District's regular route so that the Village's roads are serviced on the same occasions as the Road District services its own roads. In addition, the Road District will respond on an "as needed" basis when called by law enforcement personnel or an individual designated by the Village for emergency or additional services on the subject roads.

3. **Terms of Agreement**

This agreement shall continue in force subject to written notice of revision or termination by either party. To be effective, such notice must be delivered at least 30 days prior to the effective date of revision or termination of this agreement.

4. **Reimbursement for Services**

The Village will pay for the services performed by the Road District to the Road District as follows:

See attached fee schedule, subject to change with notification.

The Road District will pay for the services performed by the Village to the Village as follows:
In the event that the Village would perform any service for the Road District, the Road District will reimburse the Village at the current rate for such services.

5. **Reports to the Road District and to the Village**

The Road District and the Village agree that they will furnish invoices for the services performed which shall be payable within 30 days of receipt. Said invoices shall describe the work performed for which the entity is being billed.

6. **Participation in Meetings**

The Village and Road District agree that they will, from time to time, meet as requested by either the Village or the Road District, and participate in meetings or conferences with each other or their representatives. These meetings shall be designed to further the services provided for herein, or to resolve any differences arising between the parties in connection with the implementation of the services requested or performed.

7. **Indemnification**

- A. The Village will protect, indemnify, and hold harmless the Road District and the agents, employees, successors, assigns and beneficiaries of the Road District from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including without limitation, reasonable attorney fees and expenses) imposed or incurred by or asserted against the Road District or its agents, employees, successors, assigns or beneficiaries by reason of any act or omission of the Village while performing its duties under this agreement. In case of any action, suit or proceedings brought against the Road District, its agents, employees, successors, assigns or beneficiaries by reason of any such occurrence, the Village will, at the Village's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and/or defended by counsel as approved by the Road District.
- B. The Road District will protect, indemnify and hold harmless the Village and the agents, employees, successors, assigns and beneficiaries of the Village from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including without limitation, reasonable attorney fees and expenses) imposed or incurred by or asserted against the Village or its agents, employees, successors, assigns or beneficiaries by reason of any act or omission of the Road District while performing its duties under this agreement. In case of any action, suit or proceedings brought against the Village, its agents, employees, successors, assigns or beneficiaries by reason of any such occurrence, the Road District will, at the Road District's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and/or defended by counsel as approved by the Village.

C. The foregoing clauses of this paragraph are intended solely to allocate liability between the parties to this agreement and do not contemplate creating duties or altering applicable standards of care owed to third parties not otherwise provided for in law.

8. **Incidental Damages**

The Road District is not responsible to the Village under Paragraph 7(B) of this agreement for damage caused by ordinary wear and tear on Village roads or incidental damage which may be caused by proper operation of equipment.

9. **Public Liability Insurance**

The Village and the Road District shall each carry public liability insurance in an amount of not less than \$1,000,000.00 per person, and per occurrence.

10. **Amendment or Termination**

This agreement may not be amended or terminated except by an instrument in writing expressly referring hereto and signed by the parties.

11. **Revocation of Previous Agreements**

All agreements previously made between the parties for any purpose whatsoever are hereby terminated.

12. **Breach of Agreement**

If either party breaches the agreement by either failing to perform the services as outlined herein by not making timely payment on invoices submitted, the party claiming the breach of agreement may, upon fifteen (15) days notice to the other party, terminate this agreement. A breach predicated upon non-payment of invoices may be cured by payment of overdue invoices within the notice period.

Notices

The notices hereunder may be personally delivered or sent by registered or certified mail, return receipt requested. The date of such notice shall be deemed the date of receipt.

MCHENRY TOWNSHIP ROAD DISTRICT

By: *Thomas E. Carl*
Highway Commissioner

Attest: *[Signature]*
Township Clerk



Dated this 27th day of October, 2020

VILLAGE OF RINGWOOD

By: *Richard E. Mack*
Village President

Attest: *Susan M. Keener*
Village Clerk

Dated this 17th day of November, 2020

INTERGOVERNMENTAL AGREEMENT FEE SCHEDULE

Backhoe	\$70.00	per hour - man & machine
Boom Mower	\$70.00	per hour - man & machine
Brush Chipper	\$65.00	per hour - man & machine
Bucket Truck	\$70.00	per hour - man & machine
Cold Planer / Milling machine	\$45.00	per hour - man & machine
Cone Car	\$55.00	per hour - man & machine
Ditching Truck	\$70.00	per hour - man & machine
Front end Loader	\$80.00	per hour - man & machine
Gradall Excavator	\$100.00	per hour - man & machine
Laborer	\$35.00	per hour - per man
Mechanic	\$55.00	per hour - per man
Mini-Excavator	\$70.00	per hour - man & machine
Mower	\$45.00	per hour - man & machine
Paint Stripe Roads	\$120.00	per hour - 2 men & machine material at cost
Patching	\$50.00	per hour - man, truck & trailer material at cost
Pickup Trucks/ 1 Ton Dumps	\$55.00	per hour - man & machine
Rollers	\$50.00	per hour - man & machine
Sewer Jetter	\$50.00	per hour - man & machine
Shouldering	\$125.00	per hour - 2 men & machine material at cost
Sign Repair	\$45.00	per hour - man & machine material at cost
Skid Steer / Bobcat	\$60.00	per hour - man & machine
Snow Removal / Ice Control	\$110.00	per hour - man & machine material at cost
Spray Truck	\$65.00	per hour - man & machine material at cost
Sweeping	\$95.00	per hour - man, machine & disposal of debris
Truck Dual Axle Dump	\$70.00	per hour - man & machine
Truck Single Axle Dump	\$70.00	per hour - man & machine material at cost